

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ZAINAB AHMED HIRJI,

Docket No. 21-CIV-00920-CS

Plaintiff,

-against-

PAUL NIGIDO,

Defendant.

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CONFIDENTIALITY STIPULATION AND AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff ZAINAB AHMED HIRJI, and defendant PAUL NIGIDO through their undersigned counsel, as follows:

1. The parties agree that any of plaintiff's medical records concerning her mental health will be treated as confidential records subject to this stipulation and agreement. Said mental health records will be deemed confidential regardless of whether they are marked and identified as such.

2. The parties agree that should it be necessary to file any of plaintiff's confidential medical records with the Court in connection with any motion practice or other necessary court review of the records, they will be filed under seal and will be presented to the Court for *in camera* review in hardcopy format or by any other means set forth by the Court.


3. The parties further agree that dissemination of plaintiff's confidential medical records will be limited as much as possible, only to the extent necessary to prosecute or defend the litigation and will only be provided and made accessible to those attorneys, their staff, claims representatives and medical expert witnesses necessary for that purpose. Any person to whom an acceptable limited dissemination is made shall be bound by this confidentiality stipulation.

4. At the conclusion of the litigation, plaintiff's confidential medical records shall be destroyed in a way to prevent public dissemination of the records and shall be performed within the law firm, insurance carrier or medical expert's usual and customary document destruction methods for confidential and privileged documents.

5. Each non-lawyer given access to confidential records subject to this stipulation and agreement shall be advised that the confidential records are being disclosed pursuant to and subject to the terms of this Confidentiality Stipulation and Agreement and may not be disclosed other than pursuant to the terms hereof. In addition, prior to being given access to the confidential records, each non-lawyer must sign the Affirmation contained in Exhibit "A" annexed hereto.

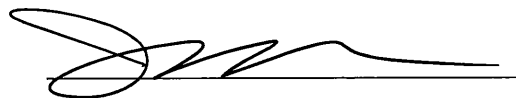
Date: October 28, 2021

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SO ORDERED.


CATHY SEIBEL, U.S.D.J.

10/28/21

EXHIBIT "A"

AFFIRMATION

I _____ [name], a Qualified Person and/or a designated representative of _____ [company] hereby affirm that I have read and agree to abide by all of the terms of the foregoing Confidentiality Stipulation and Agreement. Accordingly, I shall not disclose or make available any confidential records to anyone other than the Qualified Person identified in the foregoing Confidentiality Stipulation and Agreement.

Dated: _____
